P28

O.F. 71.

19 37.

Department of R[illegible]

OFFICE Board of R[illegible]

STATION Mat[illegible]

Mis. No. 270.

Dated 21.8.37

B 5504/34

Pages in the file

(SUBJECT.)

Lease - Land (South Kanara) Man[illegible]
Tk - Cauba Bazaar Vge - Plot No 183
Canara Bank Ltd - modifications
in the lease deed - Collr's proposal
approved -

Ref. on 3094-34-B-2.

B-5504

South Canara Collector's office,

Mangalore, dated 7th September 1934.

BOARD OF REVENUE
MADRAS
From 10 SEP 1934
LAND REVENUE AND SETTLEMENT

E. F. Gowne, Esq., I.C.S.,

Collector of South Canara.

To

The Secretary to the Board,

Land Revenue & Settlement,

Madras.

3 I C 1 9 3 4
7.9.34

Lessee--land within port limits--Mangalore--Cosbe Bazaar village--Plot No. 1028--Non-Marine purpose--The Canara Bank Ltd. Mangalore--lease for 25 years--sanction requested.

I request the sanction of the Board to lease out to the Canara Bank Ltd. Mangalore, for a term of 25 years, for a non-marine purpose, plot No. 1028 of Cosbe Bazaar village lying within the limits of Mangalore Port.

2. An eye-sketch of the plot is enclosed; the plot measures 5 cents and adjoins the Landing and Shipping Fund reclamation area, for which Government have prescribed, in their order No. M.S 218 Finance (Marine) Department dated 1.8.1933, a revised rate of rent of Rs.6 per 100 square feet or part thereof per annum, or part thereof. The plot had been leased out to one Nagar Damodar Shanbhogue, for non-marine purposes, for a period of 3 years from 27.11.1930 at the rate of Rs.25 per acre per annum. When that lease expired, the Canara Bank Limited, Mangalore, who had purchased from Nagar Damodar Shanbhogue the leasehold right over this plot along with the ownership of T.S. 451 lying to its east applied for a renewal of the lease. In the course of the enquiry instituted with reference to the question of renewal, it was found by me that the rent fixed was inadequate in view of the special facilities which the plot enjoyed and I offered

to the General Manager of the Bank, in consultation with the Port Officer, Mangalore, a renewal of the lease at the same ra of rent as had been fixed by Government for leases for land within the Landing and Shipping Fund reclamation area, to which the plot lies so close.

The offer has been accepted by the General Manager on behalf of the Bank. He requests, however, in view of the fact that the plot contains substantial structures erected by the Bank as portion of its business premises, the Bank may be granted a long term lease, with powers of alienation subject to the terms of the lease, and with special clause in the lease deed allowing the Bank to remove any buildings that may exist on the plot at the termination of the lease or in the alternative agreeing to pay the value of such buildings to the Bank. As the premises are used for a bank it follows that they have to be of a substantial character and I recommend a lease for 25 years to the Bank under the usual conditions with additional clauses (i) that the Bank shall be allowed to sublet the premises and that it shall have the first option of renewing the lease at the end of 25 years and (ii) that in case the lease is not renewed Government may either allow the lessee to remove the buildings at his own cost or sell the materials thereof by auction and pay the sale proceeds to the lessee. A lease on such terms for twenty-five years would be more profitable than a sale of the plot and the safeguards suggested be me are reasonable concessions which may be granted to the Bank.

4. I am asking for the Board's orders in this case as R.S.C. 15 (35) (vi) does not specify the term of years to which a lease of land within port limits for non-marine purposes should be restricted and the usual period for which such leases have hitherto been granted here is six years, which is not at all suitable in cases like the present where, in view of the frontage on the port, substantial buildings have necessarily to be raised.

1952

Your obedient servant,

Collector.

CAS 4 5

DRAFT FOR APPROVAL.

C.F.16.

	Date.	Initials.
When received for fair copying ..		
When copied ..		
When examined..		
When signed ..		
When despatched.		

DESPATCHED 18 SEP 1934

AS(SK)

SUBJECT:— Lease - Land within port limits - (South Kanara) - Mangalore Taluk - Kasba Bazaar village - Plot no 1832 - Non-marine purpose - The Canara Bank Ltd.

READ AGAIN ....., dated .....

" " ..... " ..... 19.....

READ *ALSO*:— pp 1-2 G. 13550 4/34 Q

No. ..... From the ..... No. ....., dated ..... 19.....

" ..... " ..... " ..... " ..... 19.....

" ..... " ..... " ..... " ..... 19.....

Order / Resolution / Minute / Roll. Ref B5504/34-F No. ....., dated 15/9/1934.

The Collector is requested to submit a draft of the lease deed to be issued in favour of the Canara Bank Ltd.

2. The period of the lease is noted as 35 years in the docket of the Collector's letter while it is mentioned as 25 years in the concluding sentence of paragraph 3 thereof. ~~The Collector is requested to clarify and submit the despatch.~~ It is presumed that the former is a mistake.

To

The Collr of South Kanara

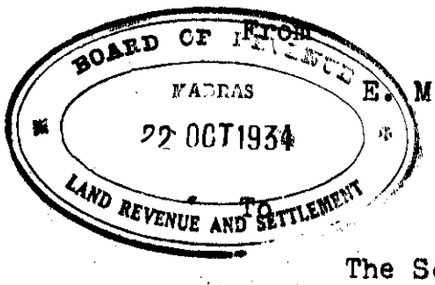
The 18/9/34

Ref. B2--3094--34.

7

B-6431
6455

South Kanara Collector's Office, B 5504/31
Camp: Hosdrug, dated 17th October 1934.



FROM

E. M. Gawne, Esq, I.C.S.,
Collector of South Kanara.

TO

The Secretary to the Board,
Land Revenue & Settlement,
Madras.

S i r,

Lease--Land within port limits (South Kanara)--Mangalore Taluk--Casba Bazaar village--Plot No. 1832--Non marine purpose--The Canara Bank Ltd.

Ref:- Board's ref. B. No. 5504-34-1 dated 15th September 1934. p5q

---

p9-12cf. I submit herewith a draft of the lease deed proposed to be issued in favour of the Canara Bank Ltd, Mangalore.

2. The period of the lease noted as 35 years in the docket of my letter Ref. 3094-34-B--2 dated 7th September 1934 is a typing mistake for 25 years. p1cf

3. The rent due for the period 27.11.33 to 26.11.1934 has been collected from the Canara Bank Ltd and remitted to the Treasury on 15th October 1934.

Your obedient servant,

E. Gawne

Collector.

Draft lease.

This Indenture made the day of 1935 Between The Right Honourable The Secretary of State for India in Council hereinafter referred to as the Lessor (which expression where the context so admits shall include his successors-in-office and assigns) of the one part and the Canara Bank Ltd., Mangalore, hereinafter referred to as the Lessee (which expression where the context so admits shall include its successors and assigns) of the other part.

Witnesseth that in consideration of the rent hereinafter reserved and of the covenants by the Lessee hereinafter contained the Lessor doth hereby demise and lease unto the Lessee All that piece or parcel of land situate within the limits of the Port of Mangalore in the Presidency of Madras and being more particularly described in the schedule ------ hereunder written and delineated in the plan or sketch ----- hereunto annexed Together with all rights easements and appurtenances to the same To Have And to Hold the said piece or parcel of land for a period of 25 (twenty five) years commencing from the 27th November 1933 but nevertheless determinable by the Lessor as is hereinafter provided, yielding and Paying therefor yearly in advance into the Government Treasury at Mangalore during the tenancy on or before the 1st day of March in each year the rent of ----- Rs. 132-0-0 the first of such payments having been made on the 1st October 1934

Yielding and Paying in the event of and immediately upon this demise being determined by re-entry under either of the provisos for re-entry hereinafter contained a ----- proportionate part of the said rent for the fraction of the current year up to the day of such re-entry, the said rents to be paid clear of all deductions.

2. The Lessee covenants with the Lessor as follows:-

(1) To pay the rent at the time and in the manner aforesaid.

(2) To pay all existing and future taxes, rates, assessments and outgoings of every description, for the time being payable either by Lessor or Lessee, in respect of or charged upon the said premises.

(3) Not to assign or underlet or part with possession of the demised premises or any part thereof during the demise without the previous licence in writing of the Collector of South Kanara for and on behalf of the Lessor.

(4) On the determination of this lease either by the efflux(i)on of time or by re-entry under the proviso hereinafter contained to deliver to the Collector of South Kanara, for and on behalf of the Lessor, the said premises with all additions and fixtures thereto, without any compensation.

This condition nevertheless being subject, in case the lease is determined by the efflux(i)on of time and not by re-entry under the provisos hereinafter contained,

to the right of the Lessee to have the first option of renewing the lease, at a rent which shall at the time of renewal be fixed by the Lessor and which shall not unreasonably be the rent then received by the Lessor for such time and subject to such conditions as shall be determined by the Lessor,

and to the further right of the Lessee to remove the buildings and all other fixtures on the said premises at his own cost within a period of one calendar month after such determination.

3. The Lessor hereby covenants with the Lessee that the Lessee paying the rent hereby reserved and observing and performing the several covenants, herein contained and or the Lessee's part to be performed and observed, may peaceably and quietly hold and enjoy the demised premises without any interruption (except as hereinafter provided) by the Lessor or any person rightfully claiming under or in trust for the Lessor.

4. Provided always and it is hereby expressly agreed and declared by and between the parties hereto that in case the rent hereby reserved or any part thereof shall be unpaid for one month after becoming payable (whether formally demanded or not) or if and whenever there shall be a breach

of any of the covenants by the lessee herein contained then and in any such case it shall be lawful for the lessor or for any officer of the lessor authorised by the Government of Madras in this behalf to re-enter upon any part of the demised premises in the name of the whole and thereupon this lease shall absolutely determine and PROVIDED Also that if and whenever the Government of Madras require the demised premises or any part thereof at any time prior to the expiration of the said term it shall be lawful for the Collector of South Kanara or any officer authorised in that behalf by the Government of Madras to determine the present demise upon giving six calendar months previous notice in writing to the lessee of the intention to terminate the same, without payment of any compensation whatsoever provided that in such case the lessee may remove within the said period any buildings erected by him on the demised premises or request the Collector of South Kanara to sell within the said period the materials of the buildings by auction and to pay the sale proceeds to him (the lessee).

In witness whereof

the Collector of South Kanara by and under the order of His Excellency the Governor of Fort St. George in Council acting for and on behalf of the lessor, and

the duly constituted attorney of the lessee have hereunto set their respective hands and seals the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO.

All that piece or parcel of land situate in the Town and within the port limits of Mangalore, in the Registration Sub District of Mangalore in the Registration District of South Kanara and bounded on

the north ~~by~~ South and West by port reclaimed land

on the east by T.S.No.451 of Casba Bazaar village

~~on the south by~~

~~and on the west by~~ ~~(Port reclaimed land lying alongside (the backbay at Mangalore to the north (of the pier~~

and bearing ~~Survey~~ No. T.S.No.1832 of Casba Bazaar village, Mangalore Town and containing on the whole by admeasurement nil acres 5 cents or thereabouts.

Signed, sealed and delivered by the abovenamed

in the presence of

Lease - Land within port limits - (South Kanara) - Mangalore Taluk - Kasba Bazaar Village - Plot no 1832 - Non-marine purpose - The Canara Bank Ltd

P 7 Ch. B 6455/34 ✓.

Ref no 5504/34-2 dt 7-11-34

The Board considers that it must be made clear that the option of renewal will be at a rent to be fixed by Govt and not necessarily at the same rent now proposed. The Collector is requested to ascertain from the lessee whether he agrees to this condition and if so ~~so to revise the clause relating to renewal in the draft lease and~~ submit it at an ~~early date~~ to propose necessary amendment to the clause relating to the option of renewal in the

Done 6/12/1

draft lease deed

27434

Hbe
3/1/34
Sgt/34

To

The Lord of South Kens[redacted]

into draft lease deed
(the returned)

mp 9-12 cf

RECEIVED
9 NOV 1934

AS(LR)
+A
Nos 1 & 2 see
SW
16/4.

Buildings - Govt. - (Bellary) - Kudli[redacted]
Taluk - Kottur village. Old chavadi - Tr[redacted]
for the D. Board, Bellary.

F 1953/37.

Ld. TA.

Please see the Coll's letter at p. 1 ante.

2. The Coll. recommends the transfer of the old chavadi to the District Board, Bellary for use as rural dispensary. The sanction of Govt. is necessary for the transfer under B.S.O. 22 (7) (ii). It is, however, for consideration whether the chavadi cannot be alienated to the Dt. Bd under B.S.O. 24-11(ii) as amended by C.S. 100 & B.S. 36 (B. Seeds will note upon this point).

9.4.37
SW
16/4.

The Collector may be asked to submit alienation proposals for the alienation of land, nuisance and [redacted] as the purpose for which the land is required is a non-remunerative purpose.

Draft enclosed.

A.S.(L.R.) 20.4.37

AJS

Rec'd 14.4.37
SW 16/4/37

16.4.37

To AS(LR)

Draft submitted

Rec'd 21/4/37
SW
[illegible]/37

[illegible]
[illegible]84

draft lease deed amended suitably. It is a fact that the land leased contains a part of a building. It would be most inconvenient for Government to try to remove this part without damaging the rest of the building.

2. The draft lease deed received with the Board's reference is herewith resubmitted.

Your obedient servant,

Collector.

17

Lease - Land within port limits - (South Kanara) - Mangalore Taluk - Kasba Bazaar village - Plot no 1832 - Non-marine purpose - The Canara Bank Ltd -

Mp 1-2 C.F. B 5504/34 A
Mp 15-16 C.F. B 1649/34 9.

Ref No B5504/34-3) 8-1-35 Submitted to Govt.

2/ ~~The Board supports the Collector's proposal~~ Mp. 9-12 cf.

~~2.~~ A draft of the lease deed proposed to be issued in favour of the Canara Bank Ltd is enclosed.

3/ The rent due for the period 27-11-33 to 26.11.34 is reported to have been collected from the Bank and remitted into the Treasury on 15-10-34.

~~The Board supports the Collector's proposal.~~

Hrl 8/1

BR

Hr 8.1.35

Hr 6.1.35 Mp 5/1/35

To

The Secy to Govt R.D.

Forwarded a lease deed and plan sketch. (abpp 3 cf.)

(abpp 9-12 cf. copy to be made as corrected in pencil)

DESPATCHED 10 JAN 1935

19

Ref.No.3094-34-B2. South Kanara Collector's Office,

Mangalore, dated 22 - 3 - 1935.

BOARD OF REVENUE
25 MAR 1935
LAND REVENUE

B1777
B5504/34

From

G. I. Gayne, Esquire, I.C.S.,

Collector of South Kanara.

To

The Secretary to the Board,

Land Revenue and Settlement,

Madras.

Sir,

Lease - Land within port limits -(South Kanara) - Mangalore Taluk -Cushe Bazaar village -Plot No.1950 -Non - marine purpose - The Canara Bank Ltd., Mangalore -lease for 30 years -sanction requested.

Ly Reports Ref.on No.3094-34-B.2 dated 7-9-34, 17-1 -1935 and 11-12-1934.

I request the favour of early orders regarding the lease.

Your obedient servant,

For Collector.

p19C-F.B1777/35 8. 22-3-35

Ref RO B 5504/34-4 & 27-3-35

The orders of Govt are awaited.

2. The Board requests the early orders of Govt on its Ref B 5504/34-3 & 8-1-35.

26-3-35

DESPATCHED 26 MAR 1935

To The Collr of South Kanara

The Secy to Govt R.D. para 2 only

26/3 27-3-35

BOARD OF REVENUE
2 - APR 1935
LAND REVENUE AND SETTLEMENT

GOVERNMENT OF MADRAS

SECY.
4 - APR 1935

Revenue Department.

MEMORANDUM NO.268-F/35-1, DATED 1ST APRIL 1935.

Subject:- Lease - Land within port limits - (South Kanara) - Mangalore Taluk - Casba Bazaar village - Plot No.1832 - Non-marine Purpose - The Canara Bank Ltd. - Board's reference No.B5504/34-4, dated 27th March 1935.

Orders on the above subject will be issued after the reply of the Board of Revenue to Memorandum No.4608-F/34-1, dated 22nd October 1934 is received.

E. W. BOUCHIER,
Under Secretary to Government.

To the Board of Revenue, L.R.&S.

FORWARDED.
(BY ORDER)

Superintendent.

TJVN.1/4.

G.TB

23

ABL/R

Lease - Land within Port limits - (~~South~~ Kanara, South) - Mangalore Tk - Carsba Bazaar vge - Plot No 1832 - Non-marine purpose - the Canara Bank Ltd. -

p 19 cf B 1777/35 - from the Collr S. Kanara
p 21 cf B 1938/35 - from Govt RD

Ref. No. B 5504/34-5 dt 6-4-35

The Collr. is informed that orders on the above subject will be issued by the Govt after the proposals made in his letter Ref. No. B 2-5705-34 dt 14-2-35 have been considered by them.

26435

Scrn
10P
6-6-35

CB
5-6-35
10P
5.6.35

To the Collr. of S. Kanara

RECEIPT
10 JUN 1935

Issued
8/6/35

KV
for 10/6

pp 1 & 4 (B)

ON

Reply to the Govt Memo. No 4608 F/34-1 (refd to at p 21 cf) dt 22.10-34 will be submitted on receipt of the report of the Collr of Kanara which is still due. The draft above is for approval.

CB

B 3730 5504/35

Ref.No. 3094-34-B.2.

South Kanara Collector's Office,
Camp Nileshwar, dated 28-6-1935.

From

E. M. Gawne, Esquire, I.C.S.,
Collector of South Kanara.

The Secretary to the Board,
Land Revenue and Settlement,
M a d r a s.

Sir,

Lease - land within port limits - (South Kanara) - Mangalore Taluk - Casba Bazaar village - Plot No. 1832 -Non-marine purpose - The Canara Bank Ltd., Mangalore - Lease for 25 years.

Board's Ref.B.No. 5504-34-5 L. R. & S. dated 6-4-1935.

I request that I may be informed if Government have passed orders regarding the lease.

Your obedient servant,

Sundhanand
29/6

29.6.35 For Collector.

27 Mr A.H.A.T.

AS(QR)

Lease - Land - (South Kanara) - Mangalore Tlc - Casba Bazaar Village - Port limits - Plot No. 1832 - The Canara Bank Ltd -

p 254 B 3730/35 - from the Collr of S. Kanara - Q

Refce: No. B 5504/34 - 6 dt 4-7-35

The proposals made by the Collr in his letter, Ref. No. B2 5705/34 dt 14.2.35 are now under the ~~Board's~~ (of the Board) consideration. The Orders of the Govt. on the proposal to lease a plot of land to the Canara Bank Ltd. will be obtained after the Board formulates its proposals regarding the scale of rents to be levied ~~in the case of leases~~ for land in the leased port-limits & for non-marine purposes.

2. The sketch received with the Collr's letter, Ref. No. 3094-34-B2 dt. 7-9-34,

~~2~~ 28

has been sent to the Govt. for their reference. The Collr is requested to furnish a copy of it for the Board's file.

47/35

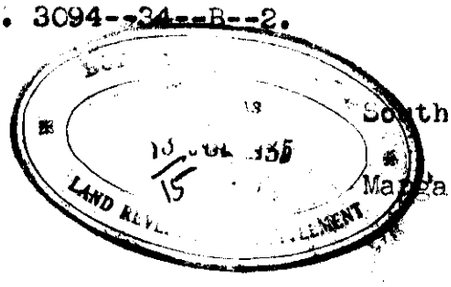
To the Collr of S. Kanara

DESPATCHED
6-JUL 1935

29

B(3880) 5504/34

Ref. 3094--34--B--2.



South Kanara Collector's Office,

Mangalore, dated 10th July 1935.

From

E. M. Gawne, Esq, I.C.S.,
Collector of South Kanara.

To

The Secretary to the Board,
Land Revenue & Settlement,
Madras.

Sir,

Lease--land within Port limits--Casba Bazaar village--Plo No.1832--the Canara Bank Ltd.

Board's Reference B. No. 5504/34 dated 4th July 1935.

As requested in paragraph 2 of the Board's reference, I enclose a copy of the sketch of the plot No. 1832 proposed to be leased out to the Canara Bank.

Your obedient servant,

Gawne

Collector.

To A.S. (LR)

Filed with papers.

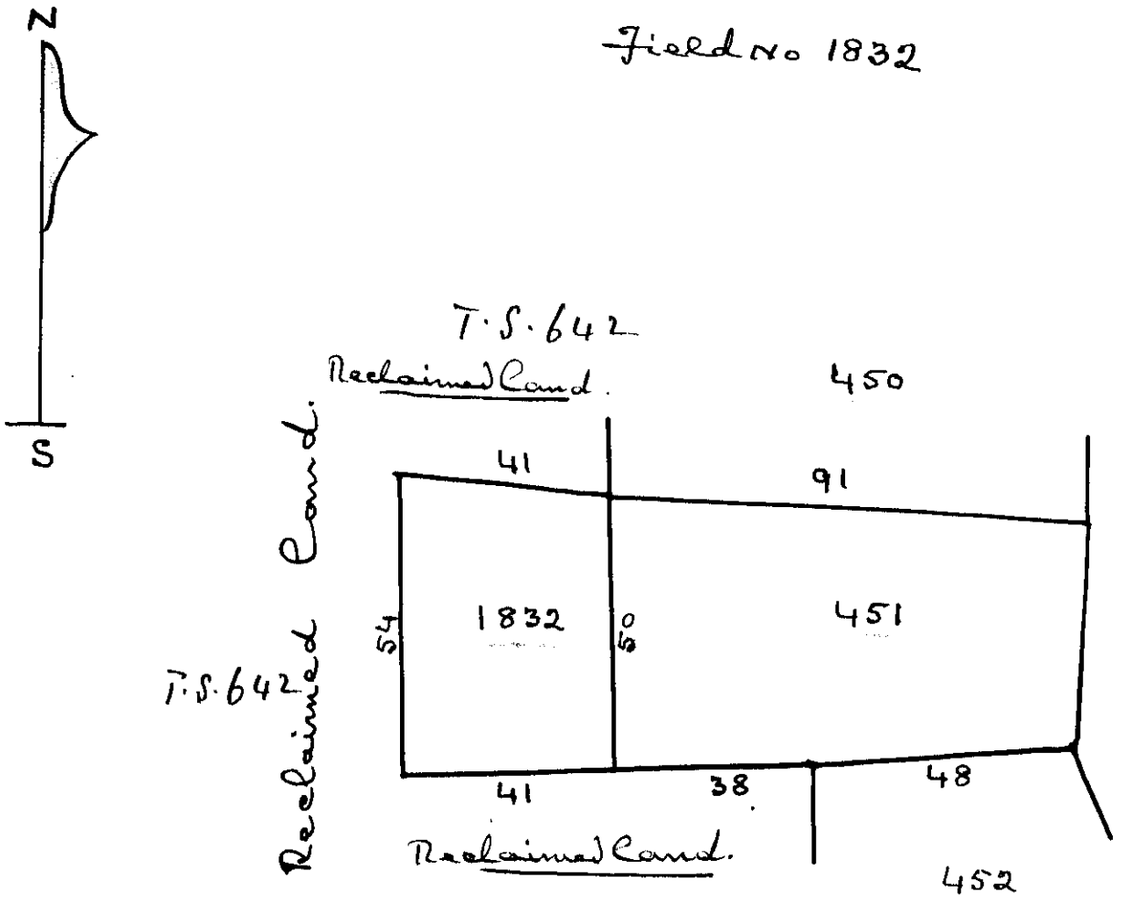
15/7/35

15/7/35

District. South Kanara.

Taluk. Mangalore.

Field No 1832



T.S.642 Index

Survey No and Sub-division	Description
1832 .	Plot to be leased out to the Canara Bank.
450 .	Porambokke Lane.
451 .	Canara Bank premises. Bunder branch
452 .	Warehouse belonging to Basti Devappa
459 .	Port Road.
642	Reclaimed Land.

Scale 1 Inch = 33 Feet

Revenue DEPARTMENT.

REMINDER. _____ *Branch.*

2

To THE Secretary to Government
Revenue Dept.

~~have the honour to invite~~
I am directed to invite attention to the Bd's Repn.
No. B 5504 ~~invite~~ 34-3 dy 8-1-35 and Govt Memo
No. 268 F 35-1, dated 1-4-35 and
to request that the ~~reply to it~~ orders of the Govt may be expedited.
~~request that this reminder may be returned at once with~~
information as to—

(1) the stage at which the matter now is,

(2) the date by which a reply may be expected, and

~~(3) the circumstances which have caused the delay.~~

Office Board of Revenue
Station Madras
Dated 27-4-37

Signature. Illangovan
for Addl Jt Secy
Designation.

SUBJECT. Cik rem. SH 2614.

Lease - Land - (S. Kanara) - Port of Mangalore - Basha Bazaar Vge - Plot No. 1832 - Non-marine purpose - Kanara Bank Ltd, Mangalore. Jr SH 5/5

REPLY.

To THE Board of Rev

BOARD OF REVENUE
GERMAN 1937

The matter is under consideration of the Govt and orders will be issued shortly

P R Ramachandra Rao
1.5.37
Asst Secy to Govt
Rev Dept

Dy 30/4 W 3014

Cb 5504/34

ASLA

Reply to R's counsel

Filed.

2. Next R's may come, if any, on 26/7/37

Clk
4/5/37

4/5

Sectt. II-15 (a)—35,000—15-11-35.

Received 6 MAY 1937 193

Registered 193

5504/34

Abstract.

Lease - Land - (South Kanara) - Mangalore Taluk - Casba Bazaar village - Plot No.1832 - Canara Bank, Ltd., - Sanctioned.

Revenue DEPARTMENT.

G.O. No. 913 RS. dated 3rd May 1937.

READ the following paper:—

ENCLOSURES.

No.

From the Board of Revenue, Ref.B.No.5504/34-3, dated the 8th January 1935.

O R D E R :-

The Government sanction the lease in favour of the ~~Cana~~ Canara Bank, Ltd., Mangalore of the land measuring 5 cents in plot No.1832 of Casba bazar village, Mangalore taluk, South Kanara District, subject to the conditions specified in the draft lease deed annexed to this order.

(By Order of His Excellency the Governor)

H.R.Ogielli
Secretary to Government.

To the Board of Revenue.
Copy to the Public Works Department.

(True Copy)

F o r w a r d e d.

(By Order) V Narasimha Rao

Superintendent.

Draft Lease Deed.

This indenture made the day of 193
between His Excellency the Governor of Madras, hereinafter referred to as the Lessor, (which expression where the context so admits shall be taken to mean and include his successors in office and assigns) of the one part and the Canara Bank Ltd., Mangalore, hereinafter referred to as the Lessee (which expression where the context so admits shall be taken to mean and include its successors and assigns) of the other part.

Whereas the lessee has applied to the Government of Madras for a lease of the piece or parcel of land described in the Schedule hereto and delineated in the plan hereto annexed, and His Excellency the Governor of Madras has agreed to grant the same upon the terms and conditions hereinafter contained.

Now this indenture witnesseth that, in pursuance of the said agreement and in consideration of the rent hereby reserved and the covenants and conditions on the part of the lessee hereinafter contained, the lessor hereby demises unto the lessee all that piece or parcel of land situate within the limits of the Port of Mangalore in the Province of Madras and being more particularly described in the Schedule hereunder written and delineated in the plan hereunto annexed. To hold the said piece or parcel of land for a term of 25 (twenty five) years from the 27th day of November 1933.

Yielding and paying therefor annually during the said term into the Government treasury at Mangalore the sum of Rupees 132/- (Rupees one hundred and thirty two only), such yearly rent to be paid on or before the of each year clear of all deductions, the first of such payments having been made on the 15th day of October 1934 and subject to the lessee's covenants and other conditions and payments hereinafter appearing.

2. And the lessee hereby covenants with the lessor as follows:-

(i) To pay the reserved rent at the time and in the manner aforesaid and to pay interest at six per cent per annum upon all rent in arrear from the date on which the same became payable and the same shall be recoverable as arrears of land revenue.

(ii) To pay all rates, taxes, cesses, charges and other outgoings whatsoever for the time being payable either by the landlord or the tenant in respect of the demised premises or any buildings for the time being standing thereon or any part thereof and to carry out all necessary repairs and to maintain the boundaries of the demised premises.

(iii) Not to use the land the building thereon, if any, for political meetings.

(iv) Not to claim any compensation for any buildings which the lessee has erected or may hereafter erect on the said premises. Provided that the lessee shall have the right to remove all such buildings, machinery, if any, and other property of every description belonging to them from the premises before the expiration of the lease hereby granted.

(v) If the Provincial Government requires the premises or any portion thereof for any public or State purpose during the currency of the lease, to relinquish the same within a period of six months after the receipt of a written notice to that effect, without claiming any compensation whatsoever.

(vi) Not to work any gold or other minerals or coal or other materials on the demised premises, the right to such gold or other minerals, coal or other materials being reserved to the lessor with liberty to work the same in such manner as the lessor may deem fit.

(vii)

(vii) To deliver up to the Collector of South Kanara district for and on behalf of the lessor at the expiration or sooner determination of the said term the demised premises in all respects in such state and condition as shall be consistent with the due performance of the several covenants herein contained.

Provided always and these presents are upon the express condition that if and whenever the rent hereby reserved or any part thereof shall remain unpaid for 21 days after it became payable whether formally demanded or not or if and whenever there shall be breach of any of the covenants by the lessee herein contained it shall be lawful for the lessor at any time thereafter to re-enter upon any part of the demised premises in the name of the whole and thereupon this demise shall absolutely determine and the lessee shall not in such event be entitled to any compensation whatsoever.

3. The lessor thereby covenants with the lessee as follows :-

(i) To permit the lessee on his paying the rent hereby reserved and observing and performing the several covenants and conditions on his part herein contained, peaceably and quietly to hold and enjoy the demised premises during the term hereby granted subject as herein provided, without any interruption by the lessor or any person rightfully claiming under or in trust for him.

(ii) To permit the lessee to sub-let the premises.

(iii) To permit the lessee at any time to terminate the lease and to relinquish the demised premises after giving six months' notice in writing to the Collector of South Kanara of his intention so to do,

(iv)

(iv) In the event of the lessee giving up the demised premises, or the term hereby granted being terminated through failure on the part of the lessee to abide by its terms, to allow the lessee to remove at his own cost from the demised premises within six months after the termination of the demise any buildings or other structur which may have been erected on the said premises, or to sell the materials by auction and to pay the proceeds to the lessee, but not t give any compensation whatsoever for anything that the lessee may leave behind after the expiry of the said period of six months,

(v) To permit the lessee to effect such improvements to the demised premises as are not contrary to the terms covenants and conditions herein contained,

(vi) To permit the Bank to have the first option of renewing the lease at the end of 25 years at a rent which shall at the time o renewal be fixed by the lessor and which shall not necessarily be the rent now reserved by this lease and for such time and subject to such conditions as shall be determined by the lessor.

4. Provided always and it is hereby agreed and declared that if any dispute,question, difference or controversy shall arise between the said parties to these presents as to the meaning of any clause matter or thing herein contained or the construction thereof **** or anything to be done under the covenants or agreements herein contained or any matter in any way connected with these presents or the operation hereof or the rights duties or liabilities of either party in connection with the premises, then and in every such case the opinion of the Governor of Madras shall prevail and shall be final and conclusive between the parties hereto.

In witness whereof ....., Secretary to the Government of Madras in the.....Department by order and direction of the Governor has hereunto set his hand, and the common seal of the lessee

lessee was hereunto affixed, the day and the year first above written.

Schedule.

All that piece or parcel of land situate in the town and within the Port limits of Mangalore in the Registration sub district of Mangalore in the Registration district of South Kanara and bounded on the north, south and west by port reclaimed land on the east by T.S.No. 451 of Kasba Bazaar village and bearing No.T.S.No.~~451~~ 1832 of Kasba Bazaar village, Mangalore town and containing on the whole by admeasurement nil acres 5 cents or thereabouts.

Signed,sealed and delivered by ....
Secretary to the Government of Madras in the.....Department
in the presence of

The common seal of the Bank was hereunto
affixed in the presence of

T.M.

A.J.S
AS(Ad)

from
The Addl. Jt Secy
Secy,
Board of Revenue,

To
The Under Secretary to Govt,
Revenue Deptt.

Lease - Land - (South Kanara) - Port of Mangalore - Plot No 1832 - Canara Bank Ltd - G.O.No 913 Ms, Rev, dt 3-5-37.

The draft lease deed annexed to the G.O. provides for the execution of the deed by the Secy to the Govt ..... Deptt. The land does not form part of the Landing and Shipping Fees Reclamation area. It seems that the execution of the lease deed by the Collr as usual, will be sufficient (vide also item 10 in the Appendix to G.O.No 648 Public (Proforma Deptt) dt 1-4-1937). Please let me know whether it is the intention of the Govt that the lease deed, executed by the party, should be submitted to the Govt

for execution by the Secy to Govt.

2. There is no information in this ce as to whether or not the lease-rent for the period commencing from 27-11-34 has been collected from the lessee. The last subpara of the preamble in the draft lease deed will require modification with reference to the facts regarding this point, to be ascertained from the Collr. Please let me know whether the Collr. may be instructed to have such modifications as may be necessary made in the leasedeed, before execution by the lessee, or whether the formal orders of the Govt should be obtained for the necessary modifications, before the leasedeed is executed by the lessor (on stamped paper).

10.5.37 10.5.37

Addl. Jt Secy.

O.N A.T.M is put up, as a formal reference seems unnecy.
2. Post copy alone need be sent, as the message is longish.

Clk
8537
10/5/37

10.5

10.5

Clk
8537

From

The Addl. Jt. Secy. Rev. Dept.

To

The Asstt Secy to Govt Rev. Dept.

Subject - Lease - land - (S. Kanara) - Mangalore Tk - Castle Bazaar Vge - Plot No. 1832 - Canara Bank Ltd - G.O. No. Ms. 913 Rev. dt 3.5.37.

Please arrange to send an early reply to my t.m. dt 13-5-37 to the Under Secy to Govt Rev. Dept., on the abovementioned subject. Subjoined p.c. of the t.m. was sent.

31.5

for A.S.S.

Issued

29/5

29/5

Revenue Department.

5504/34

Memorandum No. 2210 F/37-1 dated 29th May 1937.

Lease - Land - (South Kanara) - Mangalore taluk - Casba Bazaar village - Plot No.1838 - Canara Bank Limited - Lease deed - Execution - Telephone message from the Board of Revenue, dated 13.5.37.

****

The Government agree with the Board of Revenue that the lease deed may be executed by the Collector of South Kanara on behalf of the Government. In the draft lease deed annexe to G.O. No. 913 Rs. Revenue, dated 3rd May 1937,

for the words "Secretary to the Government of Madras in the . . . . . Department" occurring in the second sub-paragraph of paragraph 4 and at the end of the deed after the schedule, the words "the Collector of South Kanara District" should be substituted.

2. The Government have no information whether any rent has been paid by the Canara Bank Limited for the year commencing from 27th ~~Axx~~ November 1934 or for any subsequent period. The Collector may be instructed to have the necessary modifications made in the lease-deed with reference to the facts regarding this point.

3. The Board is requested to report for the information of the Government the modifications made in the lease-deed with reference to paragraph 2 above,

K. Ramunni Menon,
Secretary to Government.

To the Board of Revenue, Land Revenue & Settlement.

Copy to the Public Works Department.

****

F o r w a r d e d
/By Order/

Superintendent.

SRM.1.6.37.

Mr. JPH

C.F. 16.

DRAFT FOR APPROVAL.

	Date.	Initials.
When received for fair copying ..		
When copied ...		
When examined..	11/6	mgs gnF
When signed ...		
When despatched.	ow	

SUBJECT :—

Lease – Land – (South Kanara) –
Mangalore Tk – Casba Bazaar village –
Plot No 1832 – Canara Bank, Ltd –
Sanctioned – G.O – Communicated.

READ AGAIN _____, dated _____ 19____.

" " _____ " _____ 19____.

READ *ALSO* :—

No. B5504/34 From the Collr of S. Kanara Ref, No. 3094-34B2 dated 7-9-1934. Q
" B6455/34 " " Ref B2. 3094-34 " 17.10.34 — Q
" B7649/34 " " Ref B2 3094-34 " 11-12-1934. — Q
" B1996/37. " Govt-RD. G.O. No. Ms. 913 " 3.5.37 — A with enclosure as corrected.

Refer ~~Order — Ms. Resolution Rout.~~ No. B 5504/34 — 7, dated 10.6.1937.

B3559/37
2x. Rcvd returned to Govt. 11.8.37.

Communicated to the Collr of South Kanara.

2. The Collector's attention is invited to the last sub-para of the preamble in the lease-deed annexed to the G.O. Neither the Government nor the Board has any information as to whether any rent has been paid by the Canara Bank Ltd for the year commencing from 27-11-1934 or for any subsequent period. The Collector is requested to have suitable modifications made in the ~~sub-para of the~~ lease deed, ~~of~~, with reference

5?

to the facts regarding this point and to ~~submit~~ report for the information of the Board the modifications made in the lease deed.

10.6.63

CLB
8/6/63

DE
8/6/63

To the Collr of South Kanara with a lease deed.

/

pp 35-43 of the copied & sent — (as corrected in pencil).

C.F. 32.

53 R.M.(S.D.) DEPARTMENT

In reply, please quote number, date and short title.*

Received *Registered* B3885 5504/34

From (Name) M. G.Ry. Rao Bahadur M.V.Velloor, M.A., B.A.,

(Designation) Collector of South Kanara.

Post Box ....., (Station) Mangalore.

Telegraphic Address .....

BOARD OF REVENUE 18 AUG 1937 MADRAS

To

The Secretary to the Board of Revenue,

Madras.

Ref.No. B3885-37, *dated* 16 - 8 - 1937.

Sir.

Ms.

ENCLOSURES.....

.....

.....

SPARE COPIES.....

Lease - Land - (South Kanara) - Mangalore Taluk - Casba Bazaar Village - Plot No.1833 - The Canara Bank Ltd., Mangalore - Lease for 25 years from 27.11.1935 - Draft lease deed - Modifications -

57 Board's Ref. B.No.5504-34.7 dated 10.6.1937.

The ground rent of Rs.132/- due from the Canara Bank Ltd., Mangalore in respect of plot No.1833 of Casba Bazaar village, Mangalore taluk, for the years 1934-35, 1935-36 and 1936-37 (years commencing from 27th November) was collected and credited to the treasury on 9.12.1935, 28.6.1937 and 13.7.1937 respectively. With reference to these payments I propose to modify the last clause of ⊗ last sub paragraph of the preamble in the lease-deed annexed to G.O.No.913, Ms., Revenue dated 3.5.1937, as follows:-

④ 1935 CF

"the first four of such payments having been made on ---- 10.10.1934, 9.12.1935, 28.6.1937 and 13.7.1937 respectively and subject to the lessee's covenants and other conditions and payments hereinafter appearing".

16.8

The Collector.

16.8.37

M1 (JFH)

C.F. 16.

DRAFT FOR APPROVAL.

	Date.	Initials.
When received for fair copying ..		
When copied ..		
When examined ..		
When signed ..		
When despatched.		

SUBJECT :— Lease - Land (South Kanara, Mangalore Tk - Cantonment Bazaar Village) - Plot No 1832 - Canara Bank Ltd - sanction - modification in the lease deed - Coll's proposal - approved.

READ AGAIN ____, dated ____ 19____.

p49CF. " " Govt. R.D. " G.O. No 913 Mis, dt 3.5.37 - Q.

" " Govt. R.D. " Memo No 2210 F/37-1, dt 24.5.1937 Q.

READ ALSO :—

53cf No. B3895/37 From the Coll of South Kanara No. Rfce 2845/37-B2 dated 16.8.1937 - Q

" ____ " ____ " ____ " ____ 19____.

" ____ " ____ " ____ " ____ 19____.

~~Order~~ / Resolution ~~Ms.~~ / ~~Hunr~~ No. 2782, dated 31.8.1937

Jnue SW 2/9

The Board approves the Coll's proposal in his letter cited above.

RS 27/8.

SW 27.8.37.

To. The Coll of S. Kanara (cf 53cf)

Copy to the Secy to Govt R.D with a copy of the letter from the Coll of S. Kanara Rfce 2845/37-B2 dt 16.8.37)

30837 JM 30/8.

53cf to be copied.

Lease – Land within port limits (South Kanara) – Mangalore Taluk – Kasba Bajpe village – Plot No 1832 – for marine purpose – The Canara Bank Ltd.

pp 1-2 C.F. B 5504/3
p 7 C.F. B 6455/34

M,
D
A.S.(L.R.)

To A.S.(L.R.)

sketch at p 3 C.F. ✓
Draft lease ✓ died at pp 9-12 C.F.

Please see the letter from the Collector of South Kanara at pp 1-2 C.F., B.O's Rpt at p 5 C.F. and the Collector's reply at p 7 C.F.

2. In the circumstances reported by the Collector, his proposal to lease plot no 1832 of Kasba Bajpe village lying within the port limits of Mangalore to the Canara Bank Ltd for a period of 25 years from 27-11-33 may be recommended to Govt. for order.

JV
25/10/34
DO
29/10/34

Mere putting the file memo received 2 days back regarding the lease of lands within port-limits
D 2610/34
A.S.(R.A.)

To A.S.(L.R.)

The Govt memorandum referred to in D 4608 F/34-1 of 22-10-34 – is put up. (B)

Mere see para 1(1) of the

JV
27/10/34
DO
[illegible]

Govt. Memo at (B) in which the
Govt. have laid down the principle
that lands within port limits should
not be leased out for non-[illegible]
purposes if they are not required or
likely to be required for purposes
connected with the existence of the
port.

The Collector reports that he has
offered the lease to the Board in the
case in consultation with the Port-
Officer. Presumably the lease of the
site to the Board is for a purpose
connected with the existence of the
port. Even otherwise there seems no
objection to the lease as the Port-Officer
has agreed but evidently because it
is not required for purposes connected
with the port. H 1-2 C7

The Collector's proposal may
be recommended to Govt. for approval

h
29.10.34

SECY.
13 NOV 1934

S

agree but it must be made
clear that the offer of renewal will
be at the same rent to be fixed by Govt.
which may not be at the same rent. and
30.10.34

1.11.34.

To A.S. (KK.)

A.S. (KK.)

Please orders at page 2 above the Collector may be asked to ascertain whether the lessee agrees to the revision of the clause ~~of~~ relating to renewal of the lease as proposed at page 2 above and if so to suggest the necessary amendment thereto.

Draft submitted.

31/3/34

7/4/34

31/3/34
CC
5/4/34

[Bdo Ref No B 5504/34-2 dt 7-11-34 pp 13-14 Cf
B 7649/34 pp 15-16 Cf]

(M/S A.S.(KR.))

To A.S. (KR.)

Please see the Collector's report at pp 15-16 C.F.

2. The draft lease cited at pp 9-12 Cf. may be amended as proposed by the Collector and his proposal to lease the land to the ~~*~~ Canara Bank (Regd) may be recommended to the Govt

31/1/35

17/1/34

21/12/34

20/12/34

27.12.

M1

To A.S. (L.R.)

Draft submitted.

HN
5-1-35

28/1/35

Issued as Bds Ref. No. B 5504/34-38 dt 31.35. p 17 cf

[Bds Ref. No. B 5504/34-6 dt 4.2.35 from the Collr. pp 27-28 cf

B 3980/35 - from the Collr of S. Kanara] p 29 cf

B 1996/37 - from the Govt pp 33-43 cf

T.M. to the Govt Rd. dt 13-5-37. pp 45-46 cf

B 2457/37. from the Govt Rd p 49 cf

AS (LR)

To Asstt Secy

Draft subd.

Cfg
8/6/37

10/6/37

Issued as Bds Refce B 5504/34-7 dt 10.6.37 pp 51-52 cf

B 3895/37. Collr of S. Kanara. Refce 2845/37-B2 16.5.37 p 53 cf

JS(A).
AS NR

To AS.

Please see the letter from the Collr of South Kanara at p 53 cf.

2). Attention is invited to para 2 of the Memo at p 49 cf and also para 2 of Bds Refce dt 10.6.37 at pp 51-52 cf.

The Collr was instructed to modify
make the necessary modification in the
lease deed and report the fact
to the Board. He has now
p53 c/f. proposed the modification with refee
to the several dates on which the
lease rent was collected from 1934
onwards. His proposal may
be approved.

A copy of the Bd's proceeding
with a copy of the Collr's letter may
be submitted to Govt with refee
para 3 of their Memo at p49 c/f.

Draft submitted

KB
27/8

AL
30.8.37.

F.S(A)

SB
27.8.37

AG.